BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly owned Government of Karnataka Undertaking)

Tender No: BESCOM/GM(DAS&SG)/BC19/2023-24/OFC/17
dated 03-08-2023

Request For Proposal
For
Leasing of OFC Network of BESCOM in BMAZ Area

Issued by
The General Manager
DAS ,SG & TIC
BICC-1, 17th cross, 23rd Main, 2nd sector,
HSR Layout,
Bengaluru, Karnataka - 560 102
August - 2023

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1. Disclaimer

1.1. This RFP Document is not an offer but is an invitation by BESCOM to the Bidders for participation in the bidding process for selection of Lessee. This RFP Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by BESCOM. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

1.2. Information provided in this RFP Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BESCOM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the BESCOM, immediately, by the Bidders. If BESCOM receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP Document.

1.3. This RFP Document may not be appropriate for all persons, and it is not possible for BESCOM, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

1.4. BESCOM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this RFP Document. BESCOM, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise arising in any way for participation in this Bid Stage.

1.5. The issue of this RFP Document does not imply that BESCOM is bound to select a Bidder or to appoint the Preferred Bidder or Lessee, as the case may be, for the grant of Lease and BESCOM reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the Lease Agreement. Any queries or request for additional information concerning this RFP Document shall be considered only if it is submitted in writing to the office of the General Manager (DAS, SG & TIC).

1.6. Indemnifying BESCOM: The lessee is liable for all the activity carried out by the lessee - on the Passive Infrastructure. The lessee shall indemnify BESCOM of all liabilities including monetary and technical consequent to any unlawful activity carried out by the lessee.

2. Definitions

2.1. “Agreement” means this Lease Agreement executed between BESCOM and Selected Bidder.

2.2. “Applicable Laws” means all laws, brought into force and effect by Govt. of India, state governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this Lease Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

2.3. “Commencement Date” means the date of handing over of first lot of fiber pair.

2.4. “BESCOM” or "LESSOR" means Bangalore Electricity Supply Company Limited, its legal successors and assignees.

2.5. “Interest Free Security Deposit/Performance Security” means interest free amount/(Bank Guarantee) to be deposited by the Lessee with BESCOM as per terms and conditions of Lease Agreement as a guarantee against the performance of the Lease agreement.

2.6. “Last Mile Connectivity” means creating the overhead Optical Fiber Cable (OFC) network only to connect end-user with the underground backbone network.

2.7. “Lease” means the lease by BESCOM to the Selected Bidder, to utilize spare optical fiber pairs of BESCOM network, under terms and conditions of this Agreement.

2.8. “Lessee” means the Selected Bidder, who has executed the Lease Agreement with BESCOM pursuant to the conclusion of the bidding process.

2.9. “Lease Fee” means the amount payable by the Lessee to BESCOM Leasing of spare optical fibers as per terms and conditions of the Lease Agreement.

2.10. “Lease Period” means a period as mentioned in the Lease Agreement starting from the Commencement of Lease Agreement.

2.11. Other Parties: means all Telecom service providers (TSPs)/Internet Service Provider/Unified License capable of providing services as per the tender and eligible by law.

2.12. “Premises” means the bare space, on “as is where is basis”, solely for placement and operation of telecommunication equipment for the purpose of utilization of optical fibers leased in this agreement.

2.13. “Selected Bidder” means the Bidder who has been selected by BESCOM, pursuant to the bidding process for award of Lease.

2.14. The following terms used in the Request for Proposal (RFP) documents shall have the same meaning & interpretations:

"Bid (s)", "RFP" and "Tender (s)"

"Bidder (s)" and "Tenderer (s)"

3. Notice Inviting Tender (NIT)

3.1. The information contained in this Notice Inviting Tender ("NIT") document provided to the Applicant(s), by or on behalf of Bangalore Electricity Supply Company Limited (herein after called as BESCOM), Bengaluru on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

3.2. The purpose of this tender document is to provide the Applicant(s) with information to assist the formulation of their bids. This tender document does not purport to contain all the information each applicant may require. This tender document may not be appropriate for all persons, and it is not possible for BESCOM to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this tender document. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. BESCOM make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

3.3. BESCOM may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document or modify it by uploading the same in the Karnataka Public Procurement Portal.

3.4. BESCOM, is a wholly owned by Government of Karnataka Undertaking and is one of the electricity distribution Licensee operating in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara). BESCOM covers an area of 41,092 Sq. Kms. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone (North), Bangalore Metropolitan Area Zone (South), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 147 Sub-divisions and 534 Section Offices.

3.5. BESCOM has undertaken a revamp of the distribution network to improve the aesthetics of the Bengaluru city besides improving the reliability of power supply by conversion of LT & HT overhead (OH) lines to underground (UG) power lines / AB cables in the four circles namely the East, West, North and South Bangalore.

3.6. BESCOM has created passive infrastructure such as Optical Fiber Cable (OFC) ducts co-located with UG power lines for supporting the expansion of affordable telecom and digital services in four circles of Bengaluru. BESCOM has been granted Infrastructure Provider Category-1('IP-1') registration by the Department of Telecommunications, Government of India for the provision of passive infrastructure. This along with existing OH electric poles would facilitate last mile connectivity of the passive infrastructure. UG passive infrastructure created by BESCOM in four circles include ~3076 kms of OFC ducts (40 mm PLB and 50 mm PLB running parallel across the entire network) with maximum carrying capacity of 186 pairs of dark fibre alongside 589 feeders and ~18,000 chambers installed for tapping the UG OFC network.

3.7. Therefore, through this RFP BESCOM is inviting bids from eligible Infrastructure Provider Category -1 (IP-1) companies and Lessees of telecom services for availing the UG passive infrastructure on lease basis for a tenure of 10 years, with the provision of providing last mile connectivity.

3.8. Since, BESCOM laid OFC ducts underground, it is highly safe and reliable and is not prone to any damage/cutting easily.

3.9. However, BESCOM will solely retain the 'right of use' for chambers for O&M of UG power lines co-located with UG passive infrastructure. Also, the permission of use towards Overhead (OH) electric poles by the Lessee will be limited to the purpose of 'Last Mile Connectivity (LMC)' on demand basis, by way of laying / drawing dark fiber by the selected bidder from the nearest tapping point to the end user premises abiding by the rules, regulations and safety standards prescribed by relevant authorities amended from time to time, at the rates as per the orders as and when issued by BESCOM on non-exclusive basis. Overhead

passive Infrastructure rates as per the orders as and when issued by BESCOM are subject to year on year escalation of 7% compounded annually. Total fee for the utilization of OH passive network shall be calculated using the actual number of poles utilized by the selected bidder. All the passive infrastructure elements leased through this transaction will remain on the books of BESCOM, which will continue to hold the ultimate ownership of these assets until the end of their useful life. Whereas, the responsibility of O&M including preventive and corrective maintenance of leased assets granted exclusive right of use shall remain with BESCOM. However, laying of fibre along OH poles, fixing of fat boxes on poles including the O&M of fibres and fat boxes shall be done by the bidder at his own cost abiding with relevant laws, rules and regulations notified by competent authority from time to time.

3.10. BESCOM will receive Bids in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by BESCOM. Bidders shall submit bids in accordance with such terms on or before the date specified in this document.

3.11. BESCOM invites bids from eligible Bidder(s), who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, for selection of Lessee for "Leasing of OFC Network of BESCOM in BMAZ Area" as per Terms and Conditions of this Request for Proposal (RFP) document.

3.12. Bidders may visit the BESCOM premises at the necessary feeders/manhole chambers to familiarize themselves with the proposed arrangements and all activities necessary in this regard if required.

3.13. Salient features of Bidding Process:

3.14. BESCOM has adopted two-part Bidding Process for selection of a suitable highest Bidder for granting Lease as per bidding schedule.

3.15. Schedule of Bidding Process-

Tender processing fee	Tender Processing Fee shall be paid as per the requirement of Karnataka Public Procurement Portal
Bid Security (EMD)	Rs .1,00,000(one lakh)
Availability of RFP Document	*In Karnataka Public Procurement Portal* https://kppp.karnataka.gov.in From 10-08-2023 from 15:00Hrs. For further information on this regard bidders are advised to contact tender Inviting Authority during office hours.
Last Date of submitting written queries by Bidders	18-08-2023 ,11:00 Hours
Pre-Bid Meeting	18-08-2023 @ 11:00 Hours at “BELAKU BHAVANA”, Corporate office , BESCOM, K.R.Circle, Bangalore-560001
Last Date & Time of Submission of Bid	08-09-2023, 15:00 Hours
Date & Time of Opening of Technical Bids	11-09-2023, 15:15 Hours
Validity of Bid	Up to 180 days from the last date of submission of Bid. In any unforeseen condition, where the bid validity has to be extended for a further period of 3 (three) months. Then at the request of BESCOM, the bidder shall extend the validity of the bid unconditionally.
Submission of Technical & Financial Bids	*In Karnataka Public Procurement Porta l* https://kppp.karnataka.gov.in

3.16. Bidders can download Bid document as specified in above table from Karnataka Public Procurement Portal website during the period mentioned in NIT. Pre-bid meeting will be held in the Office of BESCOM at 11.00 Hrs. (IST) on the date mentioned above.

3.17. Bidders are expected to carry out exclusive survey of BESCOM premises and analysis at their own cost, before submitting their respective Bids for award of the Lease Agreement. BESCOM shall provide necessary permission and assistance for the prospective Bidders in this regard.

3.18. All the documents in Bid submission shall be named properly and arranged systematically.

3.19. Bids received after Last Date & Time of Submission of Bid shall not be accepted under any circumstances.

3.20. The Bidders are advised to keep in touch with Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in for updates.

3.21. Proof of payment of Bid fee / e-receipt shall be submitted along with 'Technical Bid'

3.22. Bid documents shall comprise of following:

I. Definitions
II. Notice Inviting Tender
III. Objective and Scope of Lease
IV. Eligibility Criteria
V. General Terms for Leasing OFC network of BESCOM
VI. Submission of Bids by Bidders
VII. Evaluation and Selection of bidder
VIII. Miscellaneous
IX. Annexure-1 to 10

3.23. Bid documents excluding Financial Bid must be delivered in person at the office the General Manager (DAS, SG & TIC), 'Bangalore Electricity Supply Company Limited ', BICC-1, 17th cross, 23rd Main, 2nd sector, HSR Layout, Bengaluru, Karnataka 560102, from 11:00 hrs (IST) to 15:00 hrs (IST) on last bid submission date mentioned in NIT

3.24. Bids shall be valid for a period of 180 days from the last date of submission of Bids which can be extended unconditionally in unforeseen conditions and shall be accompanied with a Bid security as per Notice Inviting Tender.

3.25. A firm after downloading of the RFP document in their name shall submit the Bid in their firm name only.

3.26. All bidders to note that HARD COPY of Bid documents excluding price bid duly signed and stamped along with the other Qualifying documents should be dropped in person at the office of the General Manager, (DAS, SG & TIC), BICC-1, 17th cross, 23rd Main, 2nd sector, HSR Layout, Bengaluru, Karnataka – 560102, on or before the last bid submission date and time as mentioned in the 'RFP'.

3.27. Bidders are advised to note the instructions contained in RFP document. The Bidder shall have and fulfill the requirements specified in 'Eligibility criteria' indicated in the Bid document.

3.28. All Bidders are hereby cautioned that Bids shall be submitted without any deviation, alteration or modification. Bids containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

3.29. BESCOM requires that the Bidders observe highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the BESCOM;

3.30. Will reject the Bid for the Work or rescind/restrict the Contract, if the BESCOM discovers that the Bidder has engaged in corrupt or fraudulent practices.

3.31. Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it at any time discovers that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

3.32. BESCOM reserves the right to accept or reject any or all Bids without assigning any reason. No Bidder shall have any cause of action or claim against BESCOM for rejection of any Bid.

Pre-Bid queries are to be sent to below email address. For further clarification/details, contact: The General Manager (DAS, SG & TIC) BESCOM on +9194482 79010; E-mail: gmdas@bescom.co.in & bescomofc@gmail.com

4. Objective and Scope

4.1. Objectives of Lease

4.1.1. Leasing the spare optical fibres in BESCOM network for use by agencies.

4.1.2. To augment non-tariff income / revenue from 'Other Business' for BESCOM through Leasing of Underground Passive Infrastructure in BMAZ Area.

4.1.3. Facilitate expansion of affordable telecom and digital services in Bengaluru Urban Districts.

4.1.4. Support effective implementation of Government of Karnataka (GoK)/Bruhat Bengaluru Mahanagara Palike (BBMP) vision of improving aesthetics of Bengaluru city.

4.2. Scope of BESCOM

4.2.1. BESCOM's Under Ground Optical Fiber Cable (UG OFC) network includes ~3076 km in four circles along its power distribution network route in BMAZ area. The UG OFC network infrastructure complies with BSNL specifications. Two numbers of High-density polyethene (HDPE) pipes (50 mm PLB duct and 40 mm PLB duct) along the power distribution UG cable with fiber carrying capacity of 186 fibre pairs alongside 589 feeders.

4.2.2. BESCOM to lease the 186 OFC fibre pairs alongside 589 feeders to potential bidders feeder-wise

4.2.3. BESCOM will make the KMZ/KML files depicting the location of chambers for tapping fibres, continuity of UG OFC network along the 589 feeders available to bidders along with this RFP

4.2.4. BESCOM will also grant permission of use for the OH poles for provision of last mile connectivity on demand on non-exclusive basis

4.2.5. O&M including preventive and corrective maintenance of UG OFC network leased to bidders

4.2.6. BESCOM will ensure the up time of 99.5% of UG OFC fibre pairs on annual basis with quarterly reconciliation

4.2.7. BESCOM to lay the OFC fibres in the existing OFC ducts based on the bids received and blow the fibres at BESCOM's own cost before handover of asset. During handover of OFC fibre by BESCOM to Lessee, the fibres shall be jointly tested by Lessee Engineer with BESCOM personnel. The fibres length as measured through Optical Time-Domain Reflectometer (OTDR) shall be taken towards the payment consideration.

4.2.8. BESCOM to handover the OFC fibre pair(s) to selected bidder(s) within 90 days after receiving the payment according to payment terms

4.3. Scope of Bidder/Lessee: -

1. Bid for any number of fibre pairs for any number of feeders, feeder-wise as mentioned in the bid submission form.
2. Tapping of OFC fibre at the designated chambers along the feeders allotted to the Lessee
3. The lessee shall inspect the assets before the handover; if the lessee chooses to not undertake the inspection of the asset, the asset will be deemed inspected and accepted by the lessee once the handover is completed
4. Appoint an authorized representative to interact with the nodal BESCOM representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.

5. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
6. Comply with all statutory requirements in connection with this Lease Agreement.
7. Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
8. Ensure regular and timely payments of all amounts due to BESCOM and discharge all obligations as per Lease Agreement.
9. Informing BESCOM in writing on issues arise on UG OFC network.Indemnify BESCOM from all/ any claims arising out of this agreement for the entire tenure of the agreement–The lessee shall indemnify BESCOM of all liabilities including monetary ,technical consequent, legal and any other claims (ACCIDENTS) arising out of unlawful activity carried out by the lessee.
10. For the purpose of agreement between BESCOM and lessee, all actions/inactions by the other parties (TSPs (Telecom service providers)/ Internet Service Provider/Unified License, sub-contractors working under lessee) shall be construed as actions/inactions of the lessee and the lessee declares that it is bound by any action/inaction of the other parties and keeps BESCOM indemnified of any liability that may arise from such actions/inactions of the other parties and also from the effect of any litigation that may arise between the lessee and the other parties.
11. The lessee shall have to abide by all the standard safety measures as set out by the civic authorities, CEA, government body/BESCOM to avoid any damage to man, material or electrical lines, which may be amended from time to time.
12. BESCOM shall not take any responsibility for any accident to men or material arising out of or due to the presence of any electrical assets in the vicinity of the lessee's undertaken activities; if any accident takes place, involving the labour, in relation to any activity involving the lessee's laid OFC, the respective lessee alone shall be responsible.
13. The lessee shall fulfill all necessary procedures and pay all charges to get electricity connection from the BESCOM authority if required for such jobs.
14. The lessee shall not be allowed to use substandard materials to ensure the safety of the workers/employees of BESCOM AND GENERAL PUBLIC AS WHOLE
15. The lessee shall be liable for any damage to the leased assets after the handover is done if attributable to lessee; the lessee shall replace the damaged asset at their own cost, by seeking relevant permissions from BESCOM and other authorities before undertaking any restoration/repair activity. In case of damage to BESCOM property (such as chambers, poles), during lessee's activity, the lessee shall be expected to restore the same to its original condition at its own cost.
16. Any activity undertaken by the lessee involving electrical lines shall require the presence of BESCOM's representatives, unless directed otherwise by BESCOM; in case of any damage to the power-related equipment near the leased assets, a root-cause analysis will be conducted and if any activity by the lessee is found to be the cause of the damage, the lessee shall bear the cost for the restoration/repair of the equipment
17. If any damage to the leased asset happens at the time of any activity carried out by BESCOM, the lessee may raise a complaint citing all details relating to such the damage, to the prescribed nodal representative of BESCOM and the same will be rectified.
18. Lessee shall notify BESCOM while lessee is tapping the fibre through chambers. Tapping shall be done in the presence of BESCOM personnel.

5. Eligibility Criteria

Sl No	Pre-Qualifying Requirements (PQR)	Documents to be uploaded in Karnataka Public Procurement Portal
I	**TECHNICAL CRITERIA:**	
A	The bidder shall be a registered sole proprietorship firm or a partnership firm or a company incorporated under companies Act 1956/2013 incorporated under partnership act and companies Act 1956/2013	Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm/proprietorship registration certificate in case proprietor ship firm
B	The bidder should be an IP-1 registered company and/or hold a Telecom Service Provider/Internet Service Provider/Unified License.	Copy of IP-1 license/registration certificate in case of TSP/ISP's/ Unified License.
C	The bidder must have functional office in the Bangalore city for which bidder wants to participate in this RFP.	Self-declaration shall be uploaded.
II	**FINANCIAL CRETIRIA**	
A	The bidder should have annual average turnover for last 05 years equivalent to ONE Crores in at least two financial years during the last Five years (i.e., during the last 5 preceding financial years i.e. FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22.)	Certified copies of Audited Financial Statements issued by Chartered Accountant (Balance sheets, P/L Statements) duly sealed and signed by CA providing the turn over details of last 5 preceding financial years i.e. FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22.
B	The liquid assets of the bidder as on 30.06.2023 or at a later date before opening of technical bid, consisting of cash at bank + Term Deposits + Availability of fund based credit facility in any scheduled Bank shall not be less than 25 lakhs. If the bidder has banking with more than one bank, then the available balance liquid assets mentioned above as on 30.06.2023 or at a later date before opening of technical bid shall be the same date for all the banks.	The cash at bank, term deposits and availability of fund based credit facility with bank as on 30.06.2023 or at a later date but before opening of technical bid shall be supported by a certificate issued by any scheduled commercial bank as per enclosed format specified with whom the bidder has the banking facility.

III	**GENERAL CRITERIA**	
A	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt. utility.	Self-declaration shall be uploaded.
B	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	A self-declaration by the Bidder.
C	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
D	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: *I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)*	A self-declaration by the Bidder as per enclosed format specified to be submitted.

6. Fraud And Corruption

6.1. BESCOM requires that applicants/tenderers, observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, BESCOM defines, for the purposes of this provision, the terms set forth below as follows:

6.1.1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;

6.1.2. “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;

6.1.3. “collusive practices” means a scheme or arrangement between two or more applicants, designed to influence the action of any party in lease agreement.

6.1.4. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in an applicant selection process, or affect the execution of a contract;

6.2. BESCOM shall reject a tender for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

6.3. BESCOM shall declare a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in BESCOM-financed activities if it at any time discovers that such party has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BESCOM- financed contract; BESCOM reserves the right to accept or reject any or all Bids without assigning any reason. No Bidder shall have any cause of action or claim against BESCOM for rejection of his Bid.

7. General Terms for Leasing OFC network of BESCOM

7.1. The subject Spare Optical Fibres for bidding shall be used as per existing regulatory norms by the Bidder and BESCOM reserves the right to ensure that there is no violation of the same. The selected Bidder shall also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc. as per the applicable laws for operation of business.

7.2. The stipulated Fibres on the route/section of fibre shall be handed over to the Lessee within the time mentioned in the “Scope of BESCOM” section of this RFP from the date of receipt of payment in accordance with Letter of Intent (LOI) and payment terms mentioned in this RFP after joint testing of fibres. If the Lessee fails to take over the stipulated spare fibre within specified period, the stipulated spare fibres shall be deemed handed over to Lessee after completion of such above mentioned period from the date of receipt of payment in accordance with Letter of Intent (LOI) and payment terms of this RFP.

7.3. All the Fibres as mentioned in the Annexure – “1” are tentative and are subject to change. The Lease Fee from selected bidder shall be charged according to actual length of Optical Fibre measured through Optical Time-Domain Reflectometer (OTDR)

7.4. BESCOM shall ensure non-disruption of fibres to the level of 99.5% on annual basis. In case of disruption time of Fibre exceeds 0.5% per quarter, BESCOM shall provide 1% discount in Lease Fee for

each 1.0% percent fibre disruption time in the concern quarter. The down time shall be reconciled on quarterly basis and the adjustment shall be done in subsequent quarter.

7.5. Bidders shall be liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders is unable to fulfill the requirements of the project or of the technical/eligibility criteria at any stage. The Bidder shall have a valid Access Service Lease/IP Registration Certificate/ issued from Department of Telecommunication or any other duly government authorized agencies during the Lease period failing which it shall be treated as a Lessee's Event of Default.

7.6. Tenure of Lease Agreement: The tenure of Lease Agreement shall be Ten (10) years subject to lock-in period of six (6) years from date of handover of the first fibre pair unless otherwise terminated as provided in termination clause in Draft Lease Agreement. During lock-in period lessee does not have the right to terminate or surrender this agreement. Tenure of the Lease Period of the Optical Fibre handed over subsequently shall be co- terminus with above period irrespective of date of actual handing over.

Interest Free Security Deposit / Performance Security: -

a. The Lessee shall pay Interest Free Security Deposit / Performance Security to BESCOM in advance equivalent to Six (6) Months Lease fee for OFC at the rate applicable for final year of Lease Agreement, within 15 days from receipt of LOI.

b. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

   Demand draft/irrevocable Bank Guarantee issued by an Indian scheduled Bank (excluding cooperative Bank) or from a scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule, which will be drawn in favour of "Bangalore Electricity Supply Company Limited ' and payable & extendable at a designated branch in Bangalore (Specify the name of the branch and address)".

c. Interest Free Security Deposit / Performance Security shall be refundable after successful completion of Lease period subject to minimum of Lock-in period of Six (6) Years as provided in Termination/Surrender Clause in Draft Lease Agreement after adjusting any payable dues, without any consideration of interest.

The Lessee shall pay Interest Free Security Deposit / Performance Security to BESCOM in advance equivalent to Six (6) Months Lease fee for OH poles, at the rate applicable as mentioned in the RFP/Draft Lease agreement.

S.No.	Item	Rates for Leasing of Optical Fibres
1.	Lease Fee	Accepted rates of Selected Bidder subsequent to Bidding Process.
2.	Maintenance Charges	5% of Total Annual Lease fee with year on year compounded escalation of 7%

7.7. Payment Terms:

a. The Lease Fee of Optical Fibre and Maintenance Charges shall be increased annually by 7% on a compounding basis after completion of one year from the date of Commencement of Lease Agreement.

b. Selected Bidder(s) to pay the Lease fee applicable for first quarter of the first year of lease agreement in advance to BESCOM within 15 days of signing the Lease Agreement.

c. Selected Bidder(s) to pay the Lease fee applicable for coming quarter of the year in advance to BESCOM before the last bank working day of the current quarter

d. The entire end to end length of each individual fibre alongside feeder as detailed in Annexure-1 in Bid Document shall be Leased to the Lessee. Accordingly, the Lease Fee shall be charged for the actual length of end to end fibre of entire Leased section, even if a part of it is used by Lessee.

7.8. GST of 18% is included in the rates quotes by the bidder in the price bid in Karnataka Public Procurement Portal and for OH poles rates as per the orders as and when issued by BESCOM. Any increase in the rates of statutory levies/local taxes as the case maybe and when imposed by Government /local bodies including any new tax imposed shall be payable by the Lessee. However, property tax, if any, shall be borne by BESCOM.

8. Submission of Bids by Bidders

8.1. The Bids are invited and are to be submitted through Electronic Mode only. The Bid Notification and the Bidding Documents are available on website https://kppp.karnataka.gov.in. The Bidders can download the tender documents from the Karnataka Public Procurement Portal (www.kppp.karnataka.gov.in) from 10-8-2023 at 15:00 Hrs, last date & time for receipt of Bid is upto 08-09-2023 , 15:00 Hrs and the technical bid will be opened on 11-09-2023 at 15:15 Hrs. In addition, when submitting bids via the KPP portal, an KPP portal tender processing fee must be paid on the KPP portal https://kppp.karnataka.gov.in.

8.2. Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the KPPP platform, and EMD for an amount as indicated herein shall be submitted through any of the four e-payment modes mentioned in the KPP Portal.

8.3. The RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP Document

8.4. Bids shall be submitted in two parts viz., (1) Technical Bid and (2) Price Bid both on Electronic Mode only. Manual bids will not be accepted.

8.5. Separate document Files have been specifically created for uploading the qualifying documents IF ANY OF DOCUMENTS ARE UPLOADED TO THE FILE OTHER THAN THE SPECIFIED FILES, SUCH DOCUMENTS WILL NOT BE CONSIDERERD FOR EVALUATION. If any of the documents are not applicable to a particular Bidder, then such Bidders have to upload a document stating “Not Applicable”. The other documents, if any, which needs to be uploaded by the Bidder for which No specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as “Additional Documents” in the KPP portal.

8.6. The Bidder shall provide all the information requested in the RFP Document. BESCOM reserves the right to reject an offer that does not contain all the required information requested therein.

8.7. BESCOM shall not entertain any post submission date communication from the Bidders. However, BESCOM reserves the right to call for additional information/ clarifications.

8.8. Bidders shall furnish such requirements within such time as may be permitted by BESCOM.

8.9. The tender prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and BESCOM shall be in English language.

8.10. At any time prior to the tender submission, BESCOM may, for any reason, may modify the Bid Document through issuance of an Addendum/corrigendum. This shall be uploaded on BESCOM's website/KPP portal. All the Bidders are informed to be in touch with BESCOM website/ KPP portal for latest updates.

8.11. Bid Security

8.11.1. Bidders are required to deposit refundable Bid Security (as specified in the Notice for Inviting Tenders) along with its Bid.

8.11.2. The Bid Security apart from the amount paid through KPP Portal shall be submitted to "General Manager (DAS, SG & TIC), Bangalore Electricity Supply Company Ltd, Sector-2, HSR Layout, Bengaluru, 560102" as per the date defined in the tender document along with a covering letter. Bidders who fail to submit the Bid Security in physical form shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date as can be extended for three more months unconditionally as mentioned in the NIT.

8.11.3. The Bid Security of unsuccessful Bidders shall be refunded after acceptance of LOI by successful bidder within 30days of award of the bid. No claim for interest with regard to such bid security will be admissible or payable by BESCOM.

8.11.4. If the Selected Bidder withdraws/ alters his Bid at any stage or fails to submit the Performance guarantee and sign the lease agreement, his Bid Security shall be forfeited by BESCOM.

8.12. The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Price Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this RFP Document and the details of number of UG OFC fibre pairs the bidder is willing to take along each feeder in the format given as Annexure-6. Price Bid - Unit Rate/pair/month/km inclusive of GST has to be quoted by the bidder for the feeders he is willing to take as mentioned in Technical Bid (Annexure-6) has to be submitted in price bid in KPP portal only. Both the Technical Bid and Price Bid shall be submitted by the Bidder on or before the due date as mentioned in the RFP Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.

8.13. Technical Bid: The Bidder shall submit all relevant documents, subject to minimum of, following documents in Technical Bid;

a. Letter of submission of Bid (On Official letterhead of the Bidder) as per Annexure-2
b. All the necessary Documents towards proof of qualifying criteria specified in section of Eligibility criteria (Pre-Qualifying Requirements), Self-declaration on experience of maintaining underground network.
c. Details of the Bidder as per Annexure-3
d. Notarized Power of Attorney with board resolutions as per Annexure-4
e. Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate.
f. Self-attested copies of the PAN and or TAN Card and Service Tax Registration Certificate of the bidder. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
g. Letter of conformance to the entire RFP document with all addendums/corrigendum issued up to the date of bid submission.
h. Proof of payment of Bid fee/ e-receipt.

i. Number of UG OFC fibres bidder is willing to take along each feeder as mentioned in Annexure-6.

j. Any other documents as per the tender condition.

8.14. Price Bid: The bidder shall quote for any number of feeders of their preference for the underground OFC fibre offered by BESCOM in the Price bid, Unit rate/pair/month/km inclusive of GST above the minimum base rate mentioned in this RFP for the slab has to be quoted by the bidder for the feeders he is willing to take as mentioned in Technical Bid (Annexure-6) has to be submitted in price bid in KPP portal only. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. Instructions for bid submission:

9.1. PREPARATION OF BIDS :

9.1.1. Bidder should take into account any addendum/corrigendum published on the tender document before submitting their bids.

9.1.2. Bidder shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

9.2. In order to give the Bidders reasonable time, in which to take an Addendum/Corrigendum into account, or for any other reason, BESCOM may, at its discretion, extend the date & time of submission of bid. Bidders are advised to remain in touch with KPP portal for latest updates regarding the tender.

9.3. While BESCOM shall make all efforts to adhere to the dates mentioned in the notice, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.

9.4. A Bidder, who submits or participates in more than one bid shall be disqualified.

9.5. BESCOM may reject conditional tenders without assigning any reason whatsoever.

9.6. Where the Tender Document has been downloaded, the Bidder undertakes not to tamper/alter/correct/modify the document in any manner whatsoever. BESCOM may out rightly reject the Bidder, with forfeiture of Tender Security, in case it is found at any time that the Bid Document has been tampered/ modified/ altered in any manner. Further, in case of successful Bidder, even after award of tender, is found to have tampered/altered/ modified/ corrected the bid document in any manner, BESCOM reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever; in case BESCOM takes necessary action in this regard.

9.7. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender

9.8. The documents including this RFP Document and all attached documents, provided by BESCOM shall remain or become the properties of BESCOM and are available to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and BESCOM shall not return to the Bidders any Bid, document or any information provided along therewith.

9.9. Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. BESCOM shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

9.10. Prospective bidders will be facilitated with the geo-coordinates of chambers associated with the UG passive infrastructure in the form of .KMZ files after execution of NDA with BESCOM as per the format

available in BESCOM website (https://bescom.karnataka.gov.in/storage/pdf-files/TIC/BESCOM%20Data%20Sharing%20Policy_V2_03_07_2020_Final.pdf) . The NDA should be executed on INR 200 Karnataka government stamp paper.

9.11. It shall be deemed that by submitting a Bid, the Bidder has

a. made a complete and careful examination of the bidding documents;
b. received all relevant information from BESCOM;
c. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of BESCOM relating to any of the matters referred to in RFP document;
d. satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the Lease agreement in accordance with the bidding documents and performance of all of its obligations there under;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from BESCOM, or a ground for termination of the Lease agreement by the BESCOM;
f. acknowledged that it does not have a Conflict of Interest;
g. detailed technical generic solution for the proposed scope of RFP; and
h. agreed to be bound by the undertakings provided by it under and in terms hereof.

9.12. BESCOM shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by BESCOM.

9.13. Verification and Disqualification: BESCOM reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by BESCOM, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by BESCOM shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of BESCOM there under.

9.14. Amendment of RFP Document/RFP-

9.14.1. At any time prior to the Bid Submission Date, BESCOM may, for any reason, modify the RFP Document by the issuance of Addenda / Corrigenda.

9.14.2. Any Addendum / Corrigendum issued hereunder shall be uploaded on Karnataka Public Procurement Portal.

9.14.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BESCOM may, in its sole discretion, extend the Bid Submission Date.

9.14.4. The Bidders are requested to get in touch with KPP portal for all updates on the RFP Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.,

9.14.5. The Bidder shall submit their Bids (Technical Bid & Price Bid) after ensuring the mandatory requirements towards Bid Security and other documents as required in the RFP Document are completed with.

9.14.6. The Bidder shall produce the original documents as and when required by BESCOM for verification of the documents submitted for qualification within three days of being called upon to produce the same for verification.

9.14.7. Before submission of Bids, Bidders must ensure that all the necessary documents have been uploaded in the KPP portal.

9.15. Bid Submission Date: The Bids shall be submitted in KPP portal only on or before the last bid submission dates mentioned in this RFP or extended by BESCOM if at all.

9.16. The following Documents duly signed by authorized Persons shall also be dropped in person at the office of The General Manager (DAS,SG & TIC) BICC-1, 17th cross, 23rd Main, 2nd sector, HSR Layout, Bengaluru, Karnataka 560102, within the due date and time notified for opening of the bid through KPP portal i.e., in a sealed cover, failing which their bid will not be considered.

9.16.1. EMD as specified in the respective clause of the RFP

9.16.2. Letter of undertaking of responsibility.

9.16.3. Power of attorney

9.16.4. Any other Agreements / Undertakings specified in the tender.

9.16.5. The Bid Enquiry No. shall be clearly and legibly indicated in all the documents submitted

9.16.6. The Bid Enquiry number shall be superscribed on the sealed cover.

9.17. Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BESCOM in relation to or matters arising out of, or concerning the Bidding Process. BESCOM shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. BESCOM may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BESCOM or as may be required by law or in connection with any legal process.

9.18. Assistance To Bidders

Pre-Bid Meeting: - The date and time for Pre-Bid meeting of the Bidders has been notified in Notice Inviting Bid / Tender documents. During course of Pre-Bid meeting, the participants may seek clarifications and put suggestions for considerations. BESCOM shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by BESCOM. BESCOM's point of view/response to queries shall be uploaded in KPP portal. Please note that individual communication will not be issued to any participant.

10.Evaluation of Bids

10.1. Bid Opening:

I. The Technical Package of all Bidders who have submitted a valid Bid Security and cost of Bid/RFP Document shall be opened on stipulated date and time. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the BESCOM, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

II. Bid security / EMD shall be opened first and Technical bid of the Bidder will be opened only when these are accompanied with valid Bid security. The Bidder's name, the presence (or absence) of the Bid security in acceptable form, and any other detail which is considered appropriate, will be announced and recorded by the bid opening authority of BESCOM at the time of bid opening. The bids which are not accompanied by a valid Bid security in original or are accompanied by an unacceptable or fraudulent Bid security shall be considered as non-compliant and rejected. Technical and Financial bids of such bidders will not be opened at all.

III. The Financial Bid Which Bidders have submitted will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the RFP conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website https://kppp.karnataka.gov.in for further information.

10.2. To facilitate evaluation of Bids, BESCOM may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

10.3. Any bidder quoting lease fee less than the minimum base price for the quoted number of pairs for a particular feeder shall be rejected. Minimum base Lease fee for the Optical Fibre Pairs is as follows.

Number of Fibre Pairs Required by Bidder for the particular Feeder		**Minimum Base Price for one fibre pair Excluding GST of 18% (Rs./Fibre Pair/KM/Month)**	**Minimum Base Price for one fibre pair Including GST of 18% (Rs./Fibre Pair/KM/Month)**
Minimum	**Maximum**		
0	72	2500	2950
73	120	2350	2773
121	186	2200	2596

10.4. Selection of Bidder who qualifies the Eligibility Criteria:

I. The availability of fibre pairs in different sections is tabulated in Annexure 1. A bidder can quote for any number of fibre pairs for the given feeders subject to maximum numbers of fiber pairs provided in Annexure 1 and the minimum base price mentioned in the above table for each of the feeder. The bidder is advised to quote strictly within the available number of fiber pairs in his technical bid (Annexure 6), otherwise his bid is likely to be rejected. The fibre pairs will be allotted feeder wise. The technically eligible Bidder, who quotes the highest total Lease Fee for a particular feeder i.e. **"(Number of fibre pairs quoted in Annexure-6) X (Quoted Lease fee/pair/month/KM in price bid)"** shall be treated as the highest bidder (H1) for that feeder. The bidder quoting the next highest total Lease fee for a feeder will be treated as 2nd highest bidder for that feeder and so on. First the number of fibre pair(s) quoted for the feeder by the highest bidder will be allotted. Thereafter, the 2nd highest (H2) bidder will be offered from the remaining pairs in that feeder. If pairs are still remaining then the same will be offered to 3rd highest(H3), 4th highest(H4) and so on. In case any tie between bidders, the following preferential order shall be followed for the allocation of fibre pairs.

a. Level -1: Bidder Quoting the highest Lease fee/fibre pair/month/KM
b. Level-2: Early bid submission time and date

Example:

Maximum no. of fibre pairs along the feeder = 186	Bidder - 1	Bidder - 2	Bidder - 3	Bidder - 4	Bidder - 5
Minimum Base Rate Rs. per fibre/KM/Month/ (Incl. GST of 18%)	2950	2950	2950	2950	2773
No. of Fibres quoted in Technical Bid Annexure-6 submitted in KPP portal (A)	30	35	40	40	80
Bidder quoted Unit rate in KPP portal Rs. per fibre/KM/Month/ (Incl. GST of 18%) (B)	3441.66	2950.00	3126.00	2950.00	2773.00
Total Revenue to BESCOM per Month (Rs.) (AxB)	1,03,250	1,03,250	1,25,040	1,18,000	2,21,840
Status of the Bidder	H4	H5	H2	H3	H1
OFC Fibre Allotment Status	26	0	40	40	80

10.5. After selection, Letter of Intent (the "**LOI**") shall be issued, in duplicate, by BESCOM to the Selected Bidder(s) and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in token of acceptance and acknowledgement of LOI along with Letter of Acceptance(LOA). In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, BESCOM may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOI.

10.6. Selected Bidder shall remit required Interest Free Security Deposit /Performance Guarantee in accordance with the RFP and execute the Lease Agreement within 15 days from the date of receipt of Interest Free Security Deposit /Performance Guarantee.

10.7. Selected Bidder shall be required to submit required Interest Free Security Deposit/ Performance Security within fifteen (15) days of issue of LOI without consideration of any interest. If the Selected Bidder fails to submit Interest Free Security Deposit/Performance Security within 15 days of the issue of LOI, unless extended by BESCOM at its sole discretion or deposit the required dues as mentioned in LOI, the LOI shall liable to be cancelled and amount of Bid Security shall be forfeited by BESCOM. The Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

10.8. After acknowledgement of the LOI and Terms and conditions in accordance with LOI, and terms of this RFP the Selected Bidder shall execute the Lease Agreement within 15 days after receipt of Interest Free Security Deposit /Performance Guarantee. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.

11. Miscellaneous

11.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where BESCOM asks for additional information from any Bidder, the same cannot be cited as a reason for raising any dispute.

11.2. BESCOM, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

I. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

II. consult with any Bidder in order to receive clarification or further information;

III. retain any information and/ or evidence submitted to BESCOM by, on behalf of, and/ or in relation to any Bidder; and/ or

IV. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

11.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases BESCOM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexures

Annexure-1 : OFC Network Details

SL .No.	Circle	Division	Subdivision	Feeder Code	Feeder From (Manhole Chamber No.)	Feeder To (Manhole Chamber No.)	Feeder Length (In KMs)	Maximum number of fibre pairs to be accommodated along the feeder	Coordinates of Manhole Chambers throughout the feeder
1									
2									
3									
4									
5									

Note: Underground OFC network details is included as part of the tender documents as "Annexure-1 OFC Network Details" in the KPP Portal

Annexure-2: Letter of Bid

Letter of Bid

(On Official letterhead of the Bidder)

Lr. No: Dated:

To,
General Manager (DAS,SG & TIC)
Bangalore Electricity Supply Company Ltd,
BICC-1, 17th cross, 23rd Main, 2nd sector
HSR Layout,
Bengaluru, Karnataka 560102

Dear Sir/Madam,

Sub: Leasing of Optical Fibre Cable Network of BESCOM in BMAZ Area

With reference to your RFP Document Number _____/____ dated ____ I, having examined the Bidding Documents and understood their contents, hereby submit my Bid for Lease of Underground Passive Infrastructure in BESCOM network in BMAZ Area. The Bid is unconditional.

1. I acknowledge that BESCOM shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Lessee for therefore- said subject. I shall make available to BESCOM any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I acknowledge the right of BESCOM to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I declare that:
   a) I have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by BESCOM;
   b) I do not have any conflict of interest in accordance with provisions of the RFP document;
   c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BESCOM;
   d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

5. I understand that BESCOM may cancel the Bidding Process at any time and that BESCOM is neither bound to accept any Bid that BESCOM may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

6. I acknowledge and undertake that I fulfill the Eligibility Criteria. I have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.

7. I hereby irrevocably waive any right or remedy which we may have at any stage in law or howsoever otherwise arising to challenge or question any decision taken by BESCOM in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject contract and the terms and implementation thereof.

8. In the event of I being declared as the Selected Bidder, I agree to enter into a Lease agreement in accordance with the draft that has been provided to me in the RFP. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9. I have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the lease agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BESCOM or in respect of any matter arising out of or relating to the Bidding Process including the award of contract for lease.

10. I offer Bid Security to BESCOM in accordance with the RFP Document.

11. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the lease as mentioned in above subject is not awarded to me or my Bid is not opened or rejected.

12. The Price Bid has been offered by me after taking into consideration all the terms and conditions stated in the RFP, Draft lease agreement (Annexure-7), addendum /corrigendum, at our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the business envisaged out of the lease.

13. I agree and undertake to abide by all the terms and conditions of the RFP document.

14. I agree and undertake to be liable for all the obligations of the Lessee under the lease agreement for the leases period in accordance with the Agreement.

15. I shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP and will be extended as per NIT

16. I hereby confirm that I agree to all the terms and conditions of the RFP documents and Draft lease agreement as token of unconditional acceptance of all terms and conditions set out herewith.

17. I declare that the submitted RFP documents are same as available on KPP portal, BESCOM shall have the absolute right to reject my bid or terminate the lease agreement after issue of Letter of Intent, without any prejudice to take any other action as specified for material breach of conditions of Bid.

In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure-3: Details of the Bidder

Details of the Bidder

1. (a) Name :

   (b) Country of incorporation :

   (c) Address of the corporate headquarters:

   (d) Address of registered office in India :

   (In case of foreign Companies)

2. Details of individual(s) who shall serve as the point of contact/ communication for BESCOM Within the Company:

   (a) Name :

   (b) Designation :

   (c) Company :

   (d) Address :

   (e) Telephone Number:

   (f) Fax Number :

   (g) E-Mail Address :

Signed……

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Annexure-4: Power of Attorney of Bidder

Power of Attorney of Bidder

Know all men by these presents, we _____(name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms._____name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to BESCOM, representing us in all matters before BESCOM, and generally dealing with BESCOM in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____

Accepted

(Signature)

(Name, Title and Address) of the Attorney

Note: -

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

** It should be on non-judicial stamp paper of at least Rs.100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company

Annexure-5A: Declaration Form

Declaration Form

1. Customer Name : __
2. Address : __
3. Services provided : _____

4. Contact Person with details

Name : _____

Telephone number : _____

Email Address : _____

5. Customer Category with Details:

Customer Type	Yes	No
Internet Service Provider		
Telecom Service provider		
Unified Licensee		

We declare that the above information provided by us is correct and BESCOM shall not be held responsible for any liabilities incurred such as losses costs and expenses and our failure to comply with existing telecom regulations and laws.

(Signature Witness) (Signature Customer)

Name _____ Name: _____ _

Date: _____ Stamp

Annexure-5B: Financial Data

Financial Data

(ANNUAL TURNOVER IN THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER

.....

(All amounts in INR)

SL No .	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022
	Total Annual Turnover (from Telecom/ Cable TV/ Telemarketing or related activity) as per audited financial statements					

Annexure – 6: Technical Bid

1. **Name of the Tender:** Leasing of Optical Fibre Cable Network of BESCOM in BMAZ Area
2. I / We hereby require the following number of fibre pairs along each of the feeder.

Sl.No.	Item Code	No. of UG OFC Pairs Required along the feeder
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Place:

Date: Signature, Name, Designation & Seal of the Bidder

(Note): Bidder to submit this Annxure-6 and upload the same in KPP portal as Annexure

Annexure-7: Draft Lease Agreement

Draft Lease Agreement (On stamp paper as per relevant guidelines)

(Lease Agreement/Tender No. _____)

Bangalore Electricity Supply Company Limited (BESCOM), a wholly owned Government of Karnataka Undertaking supplying electricity to 8 districts of Karnataka, represented herein by the General Manager (DAS,SG & TIC), authorized to sign and bind the Company, with its registered and corporate office located at K.R. Circle, Bangalore – 560001, Karnataka, India hereinafter referred to as the "BESCOM" or the "Lessor" , as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part.

AND

M/s ----------, a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at ----------, hereinafter referred to as the 'Lessee' (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second Party

WHEREAS

a) Bangalore Electricity Supply Company Limited (herein after called as BESCOM), wholly owned by Government of Karnataka Undertaking, is one of the electricity distribution Lessees operating in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara). BESCOM covers an area of 41,092 Sq. Kms. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone (North), Bangalore Metropolitan Area Zone (South), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 147 Sub-divisions and 534 Section Offices.

b) BESCOM, with a view to augment its revenues through non-operating revenue, had invited Request for Proposal (RFP) from the eligible parties for Leasing of Optical Fibre. Based on fulfillment of eligibility criteria as laid down in RFP/Bid document, Lessee has been selected as successful bidder for the fibres detailed at Annexure-1.

c) Based on Terms and Conditions of RFP and after due inspection and verification of the feeder and chamber locations and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Lessee is satisfied in all respects with regards to the right and authority of the Lessor to enter into this Agreement.

d) The selected bidder shall perform the obligations and exercise the rights under the Letter of Intent (LOI), including the obligations to enter into the Lease Agreement, pursuant to the LOI for undertaking the Lease.

e) BESCOM has agreed to provide spare optical fibre(s) detailed at Annexure-1, hereinafter referred to as 'optical fibre', to the LESSEE, on payment of Lease Fee to BESCOM on the terms and conditions hereunder contained in this Lease Agreement.

f) BESCOM shall design, procure/manufacture/fabricate, install, commission, manage, operate and maintain the said underground optical fibre as specified in this Agreement. Lessee to pay the agreed Lease fee and other fee and applicable taxes and duties as per this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A) The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:

I. Letter of Intent

II. Request for Proposal (RFP), its Addendums & Corrigendum

III. Any other document issued by / of BESCOM forming part of the Bidding Process

B) The Lessee hereby covenants as follows:-

I. Lessee hereby assumes Lease of optical fibres detailed at Annexure-1

II. Lessee irrevocably agrees to make all payments including Lease Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from BESCOM in this regard.

III. The Lessee confirms having examined the potential locations in detail and fully understands and comprehends the technical requirements for utilisation of optical fibres. The Lessee also confirms full satisfaction as to the business viability of Leasing of fibres and premises and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Lessee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of Lease Fee and other amounts due to BESCOM under this Lease Agreement.

IV. That BESCOM and LESSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

1. Definitions

1.1. “Agreement” means this Lease Agreement executed between BESCOM and Selected Bidder.

1.2. “Applicable Laws” means all laws, brought into force and effect by Govt. of India, state governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this Lease Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

1.3. “Commencement Date” means the date of handing over of first lot of fibre pair.

1.4. “BESCOM” or "LESSOR" means Bangalore Electricity Supply Company Limited, its legal successors and assignees.

1.5. “Interest Free Security Deposit/Performance Security” means interest free amount/BG to be deposited by the Lessee with BESCOM as per terms and conditions of Lease Agreement as a guarantee against the performance of the Lease agreement.

1.6. “Last Mile Connectivity” means creating the overhead OFC network only to connect end-user with the underground backbone network.

1.7. “Lease” means the grant of Lease by BESCOM to the Selected Bidder, to utilize spare optical fibre pairs of BESCOM network, under terms and conditions of this Agreement.

1.8. “Lessee” means the Selected Bidder, who has executed the Lease Agreement with BESCOM pursuant to the conclusion of the bidding process.

1.9. “Lease Fee” means the amount payable by the Lessee to BESCOM Leasing of spare optical fibres as per terms and conditions of the Lease Agreement.

1.10. “Lease Period” means a period of Ten (10) years starting from the Commencement of Lease Agreement.

1.11. Other Parties: means all TSPs/ Internet Service Provider/Unified License capable of providing services as per the tender and eligible by law.

1.12. “Premises” means the bare space, on “as is where is basis”, solely for placement and operation of telecommunication equipment for the purpose of utilization of optical fibres Leased in this agreement.

1.13. “Selected Bidder” means the Bidder who has been selected by BESCOM, pursuant to the bidding process for award of Lease.

1.14. The following terms used in the RFP documents shall have the same meaning & interpretations:

a. "Bid (s)", "RFP" and "Tender (s)"
b. "Bidder (s)" and "Tenderer (s)"

2. Objectives and Scope

2.1. Objectives of Lease

a. Leasing the spare optical fibres in BESCOM network in BMAZ area for use by agencies.
b. To augment non-tariff income / revenue from ‘Other Business’ for BESCOM through Leasing of Underground OFC fibre in BMAZ Area.
c. Facilitate expansion of affordable telecom and digital services in Bengaluru Urban Districts
d. Support effective implementation of GoK / BBMP vision of improving aesthetics of Bengaluru city

2.2. Scope of BESCOM

a. BESCOM’s UG OFC network includes ~3076 km in four circles along its power distribution network route in BMAZ area. The UG OFC network infrastructure complies with BSNL specifications. Two numbers of HDPE pipes (50 mm PLB duct and 40 mm PLB duct) along the power distribution UG cable with fiber carrying capacity of 186 fibre pairs alongside 589 feeders.
b. BESCOM will also grant permission of use for the OH poles for provision of last mile connectivity on demand and non-exclusive basis
c. O&M including preventive and corrective maintenance of UG OFC network leased to bidders
d. BESCOM to ensure the up time of 99.5% of UG OFC fibre pairs on annual basis with quarterly reconciliation
e. BESCOM to lay the OFC fibres in the existing OFC ducts based on the bids received and blow the fibres at BESCOM’s own cost before handover of asset. During handover of OFC fibre by BESCOM to Lessee, the fibres shall be jointly tested by Lessee Engineer with BESCOM personnel. The fibres length as measured through Optical Time-Domain Reflectometer (OTDR) shall be taken towards the payment consideration.

f. BESCOM to handover the OFC fibre pair(s) to selected bidder(s) within 90 days after receiving the payment according to payment terms.

2.3. Scope of Lessee: -

a. Tapping of OFC fibre at the designated chambers along the feeders allotted to the Lessee
b. The lessee will be required to inspect the assets before the handover; if the lessee chooses to not undertake the inspection of the asset, the asset will be deemed inspected and accepted by the lessee once the handover is completed
c. Appoint an authorized representative to interact with nodal BESCOM representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.
d. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
e. Comply with all statutory requirements in connection with Lease Agreement.
f. Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
g. Ensure regular and timely payments of all amounts due to BESCOM and discharge all obligations as per Lease Agreement.
h. Informing BESCOM on issues arising with regard to OFC network.
i. Indemnify BESCOM from all other issues which is inclusive of liabilities including monetary and technical consequent to any unlawful activity carried out by the lessee.
j. For the purpose of agreement between BESCOM and lessee, all actions/inactions by the other parties (Telecom service providers (TSP's)/ Internet Service Provider/Unified License) shall be construed as actions/inactions of the lessee and the lessee declares that it is bound by any action/inaction of the other parties and keeps BESCOM indemnified of any liability that may arise from such actions/inactions of the other parties and also from the effect of any litigation that may arise between the lessee and the other parties.
k. The lessee shall abide by all the standard safety measures as set out by the civic authorities, CEA, government body/BESCOM to avoid any damage to man, material or electrical lines, which may be amended from time to time
l. BESCOM shall not take any responsibility for any accident to men or material arising out of or due to the presence of any electrical assets in the vicinity of the lessee's undertaken activities; if any accident takes place, involving the labour, in relation to any activity involving the lessee's laid OFC, the respective lessee shall be responsible
m. The lessee shall pay all charges to get electricity connection from the BESCOM authority if required for such jobs
n. The lessee shall not use substandard materials to ensure the safety of the workers/employees of BESCOM AND GENERAL PUBLIC AS WHOLE
o. The lessee shall be liable for any damage to the leased assets after the handover is done if attributable to lessee; the lessee shall replace the damaged asset at their own cost, by seeking relevant permissions from BESCOM and other authorities before undertaking any restoration/repair activity. In case of damage to BESCOM property (such as chambers, poles), during lessee's activity, the lessee shall restore the same to its original conditions at its own cost.
p. Any activity undertaken by the lessee involving electrical lines shall require the presence of BESCOM's representatives, unless directed otherwise by BESCOM; in case of any damage to the power-related equipment near the leased assets, a root-cause analysis will be conducted and if any activity by the lessee is found to be the cause of the damage, the lessee shall be required to bear the cost for the restoration/repair of the equipment
q. If any damage to the leased asset happens at the time of any activity carried out by BESCOM, the lessee may raise a written complaint citing details of the damage, to the prescribed nodal representative from BESCOM.
r. Lessee shall notify BESCOM while lessee is tapping the fibre through chambers. Tapping shall be done in the presence of BESCOM personnel.

3. Disclaimer

3.1. The Lessee acknowledges that prior to execution of this Agreement, it has extensively studied and analyzed and satisfied itself about all the requirement of this Lease Agreement including but not limited to market and market conditions.

3.2. The Lessee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from optical fibres and that it will be fully responsible for all its assessment in this regard.

3.3. The Lessee confirms having seen / visited / assessed the identified locations of the feeders and manhole chambers and fully understands and comprehends the technical, financial, commercial and investment requirements.

3.4. The Lessee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the Lease and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

4. Tenure of Lease

4.1. The fibre pairs shall be handed over within 90 days from the date of receipt of payment as stipulated in Letter of Intent. If, the Lessee fails to take over the fibres, all the stipulated fibres shall be deemed handed over to Lessee on 90th day of payments as per LOI.

4.2. The Lease Agreement shall commence from date of handing over of first lot of fibre.

4.3. Lease Agreement shall be valid for a period of Ten (10) years starting from the Commencement of Lease Agreement, unless otherwise terminated as provided in Termination clause subject to a lock-in period of Six (6) years.

4.4. The tenure of Lease for optical fibres and premises handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

5. Lease Fee

5.1. Lessee shall take up the optical fibres in the routes detailed at Annexure 1 on Lease basis as per terms of this agreement.

Sl No	**Item**	**Rates for Leasing of Optical Fibres**
1	Licence Fee of OFC fibre	Accepted rates of Selected Bidder subsequent to Bidding Process.
2.	Maintenance Charges	5% of Total Annual Lease fee with year on year compounded escalation of 7%

6. Payment Terms

6.1 Lessee shall pay the Lease fee applicable for first quarter of the first year of lease agreement in advance to BESCOM within 15 days of signing the Lease Agreement.

6.2 Lessee shall pay the Lease fee applicable for the following quarter of the year in advance to BESCOM before the last bank working day of the current quarter after handing over the OFC fibre to Lessee

6.3 The entire end to end length of each individual fibre allotted to lessee shall be Leased to the Lessee. Accordingly, the Lease Fee shall be charged for the actual length of end to end fibre of entire feeder, even if a part of it used by Lessee.

6.4 The Lease Fee of optical fibres, Lease Fee of Poles and Maintenance Charges shall be increased by 7% per annum on a compounding basis after completion of each year of Lease period.

6.5 GST of 18% is included in the lease fee. Any increase in the rates of statutory levies /local taxes , as and when revised by Govt/local bodies including any new tax imposed shall be payable by the Lessee. However, Property tax, if any , shall be borne by BESCOM

6.6 In case of non-payment of Lease fee and other dues, the Lessee voluntarily agrees to permit the Lessor "BESCOM" to disconnect all OFC related services. The Lessee agrees and also undertakes not to make any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Lessor.

6.7 BESCOM shall ensure non-disruption of fibres to the level of 99.5% on annual basis. In case the disruption time of Fibre exceeds 0.5% per quarter, BESCOM shall provide 1% discount in Lease Fee for each 1.0% percent fibre disruption time in the concern quarter. The down time shall be reconciled on quarterly basis and the adjustment shall be done in the subsequent quarter.

6.8 Lessee voluntarily and unequivocally agrees to make all payments to BESCOM as may be due before the due date.

6.9 The reconciliation of Lease fee and other dues shall be carried out quarterly and annually. Based on reconciliation, the adjustment of Lease fee payable to BESCOM shall be carried out along with payment of next quarter's Lease Fees.

6.10 Non-payment of Lease fees and other dues.

a. Non-payment of Lease Fee and other dues within the prescribed date shall constitute a Material Breach of Contract and Lessee Event of Default under this Agreement and shall entitle BESCOM to terminate the Lease Agreement as per provisions stipulated in this Agreement. Besides, the Lessee shall pay an interest of 18 percent per annum on the amounts of Lease Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the Lease Fee and other dues are finally paid. Such interest shall be charged for the actual day(s) of delay in payment.

b. Lessee shall periodically update the details of payments made to BESCOM.

c. In case payment is not made by due date, a 15 day notice to cure the Lessee's Event of Default shall be issued. In the event of Lessee failing to cure the default, BESCOM shall be entitled to terminate the Lease with 30-day notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.

d. Any representation or any request by the Lessee in this regard shall only be entertained if the Lessee deposits 100% dues along with applicable interest as per issue / demand within 15 days of issue of Lessee Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 16th day of issuance of notice.

6.11 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the Lease agreement will stand automatically terminated without giving any notice to the Lessee and Interest Free Performance Security shall stand forfeited.

6.12 In case of non-payment of Lease fees and other dues, the Lessee voluntarily agrees to permit the Lessor/"BESCOM" to disconnect all OFC related services. The Lessee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Lessor.

6.13 BESCOM reserves the right for deduction of BESCOM dues from Lessee's Interest Free Security Deposit / Performance Security for:

a. Any amount imposed as a fine by BESCOM for irregularities committed by the Lessee.

b. Any amount which BESCOM becomes liable to the Government/Third party due to any default of the Lessee or any of his director/ employees/ representatives/ servant/ agent, etc.

c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.

d. Any outstanding payment/ claims of BESCOM remaining due after completion of relevant actions as per agreement.

Once the amount under the aforementioned Clause is debited, the Lessee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Lessee Event of Default.

7. Taxes and Other Statutory Dues

7.1. GST of 18% is included in the lease fee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Lessee.

7.2. The property tax on the property of BESCOM and BBMP tax, if applicable shall be borne by BESCOM.

7.3. The Lessee shall indemnify BESCOM from any claims that may arise from the statutory authorities in connection with this Lease.

7.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Lessee.

7.5. Appropriate Charges towards insurance of the said premises throughout the Lease period including third party insurance.

8. Regulations for Utilization of Optical Fibre

8.1. BESCOM agrees to provide Spare Optical Fibres complying with the specification as per BSNL standards.

8.2. The fibres intended to be taken shall be jointly tested by Lessee's Engineer with BESCOM personnel. The fibres length as measured through Optical Time-Domain Reflectometer (OTDR) shall be taken towards the payment consideration.

8.3. Maintenance & repairing of underground OFC fibres will be done by BESCOM.

8.4. Lessee shall not create any infrastructure and functionary which shall create any kind of hindrance pertaining to BESCOM's functioning, business and security.

9. Force Majeure

9.1. Neither BESCOM nor Lessee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

a. Earthquake, Flood, Inundation, Landslide.

b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

c. Fire caused by reasons not attributable to the Lessee.

d. Acts of terrorism.

e. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

f. Strikes or boycotts, other than those involving the Lessee, its contractors, or their employees, agents, pandemic etc., and

The Lease fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

9.2. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure event continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Security & Security Deposits shall be refunded by BESCOM to the Lessee after adjusting outstanding dues, if any.

10. Material Breach of Contract/Events of Default

Following shall be considered Material Breach of the Contract by Lessee resulting in Lessee's Events of Default:

10.1. The Lessee shall maintain the validity of certificates required in Technical Requirements of Bid Document during the Tenure of Lease Agreement, failing which it shall be treated as a Breach of Contract.

10.2. If at any time during the subsistence of the Lease Agreement, there is non-conformity to the Lease Agreement or any time during the Lease Agreement, the Lessee indicates its unwillingness to abide by any clause of this Lease Agreement or repudiates the Agreement.

10.3. If the Lessee fails to pay Lease Fee or other amounts due to BESCOM. Even non- payment of one-month Lease Fee will be considered an Event of Default.

10.4. If the Lessee is in persistent non-compliance of the written instructions of a BESCOM officials.

10.5. If the Lessee or any of its representatives cause an incident or accident that results in injury or death to BESCOM employees/ commuters or loss to BESCOM and other private property.

10.6. If Lessee is in violation of any of the other Clauses of this Agreement and after three written notices from BESCOM fails to cure the Default to the satisfaction of BESCOM.

10.7. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by BESCOM to the LESSEE, provided however, that if the nature of the LESSEE s default is such that it cannot be cured solely by payment of money and that more that 15 working days may be reasonably required for such cure, then the LESSEE shall not be deemed to be in default if the LESSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion.

10.8. The filing by or against the LESSEE of a petition to have the LESSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.

10.9. The appointment of a trustee or receiver to take possession of substantially all of LESSEEs assets.

10.10. The attachment, execution or other judicial seizure of all of LESSEEs assets.

10.11. BESCOM's Remedies:- Upon the occurrence of any event of default under the Lease agreement by the LESSEE, then BESCOM in addition to other rights or remedies it may have, shall have the right to terminate/revoke the Lease agreement upon thirty (30) days of written notice to the LESSEE and also the right, with or without the termination of Lease, of re-entry upon and taking possession of the Leased Premises and BESCOM may remove all persons and property from the Leased premises. The LESSEE hereby shall waive all claims for damages which may be caused by the re-entry of BESCOM and taking possession of the Leased Premises as herein provided and shall keep BESCOM harmless from any costs or damages occasioned to BESCOM, and no such re-entry shall be construed to be a forcible entry. BESCOM will continue to reserve the right to enter into a separate Lease agreement for the said fibres/premises without any obligations or rights towards the original LESSEE.

11. Termination

11.1. If any of the above Material Breach and Lessee Events of Default happens, then:

a. BESCOM, after giving due notice to the Lessee to Cure the Default, shall be entitled to terminate the Lease Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Lessee shall be as provided in various Clauses and sub-clauses of this Agreement.

b. Consequent to termination of Lease Agreement on Lessee Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of BESCOM after adjustment of all dues what so ever. Any outstanding dues payable to BESCOM shall be adjusted/ recovered from the advance Lease fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance Lease fee and interest free Security Deposit / Performance Security, shall be recovered from the Lessee.

11.2. BESCOM reserves the right to partially or fully withdraw any Leased optical fibres and premises by giving three months advance notice on operational exigency ground, these conditions would typically pertain force majeure situations such as natural calamities, damage to BESOMs UG power infrastructure, security breaches and significant challenges to BESCOMs ability to manage its operations. BESCOM shall endeavour to provide alternate fibres/premises, if available and acceptable to the Lessee . However, if Lessee is not willing to shift their equipment to the alternate fibres/premises due to any reason, the respective fibres/premises shall be treated as withdrawn/terminated by BESCOM and the respective Interest Free Security Deposit/ Performance Security shall be adjusted against outstanding dues in next invoice or refunded after adjustment of outstanding dues in case of termination of agreement. The Lessee shall be bound to vacate the fibres/premises within the given time period at his own expenses. The Lessee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

12. Surrender

12.1. Partial surrender of Lease by the Lessee shall not be accepted under any circumstances alongside a feeder.

12.2. During lock-in period lessee cannot surrender/terminate the lease agreement at lessee's convenience.

12.3.

a. The Lessee shall have option to exit from Lease agreement after completion of lock in period. For this, Lessee shall give 180 days prior intimation to BESCOM. In such a case, the balance interest free security deposit / performance security shall be refunded after adjusting the outstanding dues, if any payable on the part of Lessee. Balance outstanding dues, if any, even after adjustment from interest free security deposit / performance security shall be recoverable from the Lessee.

b. If the Lessee is desirous of terminating the Lease after expiry of the Lock in period without serving 180 days prior notice period or shorter notice period than 180 days, the agreement shall deemed to be terminated on the date mentioned in the notice. In such cases, the interest free security deposit /performance security shall be refunded to the Lessee after adjustment of Lease fee for the period of 180 days or shortfall in the notice period and outstanding dues, if any. Balance outstanding dues, if any, even after adjustment from interest free security deposit /performance security, shall be recoverable from the Lessee.

13. Upon Termination of this Agreement for any reason whatsoever

13.1. On the date of termination, the connection between optical fibres of BESCOM and optical fibres of Lessee shall be disconnected. The electrical supply to the Leased premises shall be discontinued.

13.2. Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the Lease Agreement, the Lessee shall hand over the fibres to BESCOM or its authorized representative along with peaceful vacant possession of all Leased Premises in good condition except for reasonable wear and tear. Lessee shall remove all the equipment, fixtures, panels, etc. from BESCOM premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of BESCOM. If the property is not handed over in good condition as required under this agreement, BESCOM reserves the right to seek exemplary damages and indemnification.

13.3. If the LESSEE fails to vacate the demised fibres/premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LESSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay Lease fee for Leased space at the double the rate of Lease Fee applicable at that time for the whole period of unauthorized occupancy.

13.4. BESCOM shall repay amounts owing to the LESSEE if any, after deducting all dues including usage charges such electricity charges etc. as per provisions of this Lease Agreement.

13.5. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto

13.6. Consequent to issue of termination letter, after approval of competent authority, the said fibres/premises will become free of all encumbrances for re-marketing.

14. Dispute Resolution

14.1. **Conciliation:** In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled amicably. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed/nominated by BESCOM on receipt of such requests from either party.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below.

14.2. **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by, BESCOM & Lessee on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

14.3. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue and seat of such arbitration shall be Bangalore. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

14.4. **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Lessee shall continue to perform and make due payments to BESCOM as per the Lease Agreement, notwithstanding pendency of disputes if any

14.5. **Jurisdiction of Courts:** The Court at Bangalore shall have the exclusive jurisdiction in respect of all disputes between the parties arising out of this agreement.

15. Miscellaneous

15.1. Insurance and Waiver of Liability- The Lessee will bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in BESCOM premises, including death or injury caused by the sole negligence of the Lessee or the Lessee's failure to perform its obligations under the agreement. The Lessee shall submit to BESCOM, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Lessee agrees and undertakes to indemnify and hold BESCOM harmless against any liability, losses, damages, claims, expenses suffered by BESCOM because of such default by the Lessee.

15.2. The Lessee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Lessee will indemnify BESCOM Administration for any loss and damages suffered due to violation of its provision.

15.3. The Lessee shall comply with the laws of the land. BESCOM will not be held liable for any change/modification in the laws that adversely affect this Agreement. Lessee shall have no right / claim in this regard, whatsoever the reason may be.

15.4. The Lessee will not ask for any claim or seek any compensation from BESCOM if allotment of any fibres or installation of equipment at Leased premises at any site is not permitted due to court order/local laws/civil authorities.

15.5. The Lessee hereby indemnifies BESCOM against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Lessee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

15.6. The Lessee hereby agrees that BESCOM shall have no responsibility as regards Lessee employees and the employees shall be the employees of Lessee only and shall not be construed under any circumstances as employees of BESCOM. Lessee hereby indemnifies BESCOM against the claims made by Lessee's employees against BESCOM.

15.7. The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Lessee hereby indemnifies BESCOM against any liability arising in connection with the employment of its personnel in the said premises by Lessee. Lessee hereby undertakes to carry out police verification of its employees and submit the copy of same to BESCOM in accordance with BESCOM's policies regulations prevalent at that time.

15.8. That no tenancy/sub-tenancy is being created by BESCOM in favour of Lessee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that:

a. That the Lessee shall not have or claim any interest in the said fibres/premises as a tenant/ sub-tenant or otherwise:

b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by BESCOM in favour of Lessee in or in respect of the said fibres/premises, except to carry out their activities over the granted space under this Lease Agreement; and

c. That the rights, which Lessee shall have in relation to the said fibres/premises, are only those set out in this Agreement.

15.9. The relationship between BESCOM and Lessee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BESCOM on the one hand and Lessee on the other hand in connection with and/or relating to business to be operated by Lessee at the said premises.

15.10. Lessee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Lessee and these personnel shall at no point of time be construed to be employees of BESCOM and the Lessee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Lessee shall indemnify BESCOM from any claims that may arise in connection with above.

15.11. Employees conduct: The Lessee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Lessee shall, within 45 days of handing over of the Fibres/space, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of fibre/equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Lessee shall be required to furnish declaration to BESCOM with respect to all his personnel deployed. Further, within 45 days of issue of LOI, Lessee shall submit police verification report in respect of all its personnel to BESCOM. All the Lessee's personnel shall be required to possess ID card while working in BESCOM's premises as per prevailing procedure.

15.12. Misuse: - The Lessee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Lessee carries on any business or uses the said fibres/premises for any other purposes the Lease shall deemed to have been misused and BESCOM (Lessor) shall immediately terminate the said agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Lessee only. The Lessee will indemnify and keep indemnified BESCOM for any losses on this account.

15.13. Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by BESCOM) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Leased fibres/premises. The LESSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LESSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the other department. Lessee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Lessee.

15.14. Transfer: - The LESSEE, during the tenure of this Lease shall not transfer, assign or part with the Leased fibres/premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written

permission of the Lessor, nor shall they be entitled to allow any person to occupy the Leased fibres/premises or to use any part thereof save with the prior permission in writing of the Lessor.

16. Notices

16.1. That any notice to be served upon BESCOM shall be sufficiently served and given if delivered to "General Manager (DAS,SG & TIC), BICC-1, 17th cross, 23rd Main, 2nd sector , HSR Layout, Bengaluru, Karnataka 560102".

16.2. That any notice which may be required to be served upon the Lessee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the Lease Agreement or delivered in person to the authorized representative of Lessor.

16.3. That any notice or correspondence under the terms of this Lease shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager (DAS, SG&TIC) by his duly authorized representative.

16.4. Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

(For and On behalf of BESCOM)	(For and On behalf of Lessee)
Name _____	Name: _____ _
Date: _____	Date: _____

IN WITNESS WHEREOF the LESSEE and the BESCOM have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

----------	----------
BESCOM	LESSEE

Annexure-8: Format of Bank Guarantee for Bid Security

Security Deposit / Performance BANK GUARANTEE

1. In consideration of the General Manager (DAS,SG & TIC) on behalf of the Bangalore Electricity Supply Company Ltd., BICC-1, 17th cross, 23rd Main, 2nd sector , HSR Layout, Bengaluru, Karnataka 560102, Bangalore (hereinafter called the "Company") having agreed to exempt M/s ……. (hereinafter called the "Lessee") from the demand under the terms and conditions of acceptance of orders made from time to time whereby contract is established between the General Manager (DAS,SG & TIC) on behalf of the Company and the Bidder (hereinafter called the "Lessee") for Rs……. (Rupees…….. only) against No…….. dated ……. for leasing of OFC network of BESCOM in BMAZ area as guarantee for the due fulfilment by the said Lessee of the terms and conditions contained in the said contract on production of a Bank Guarantee for Rs…… (Rupees ……. Only) we the …… Bank having our registered office at …… and one of its branches at ……

2. We, the …… Bank, do hereby undertake to pay the amounts due and payable not exceeding Rs…….. (Rupees……) under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Company by reason of any breach by the said Lessee of any of the terms or conditions contained in the said contract or by reasons of the bidder's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our lability under this guarantee shall be restricted to an amount not exceeding Rs…….

3. We, the …….. Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the General Manager (DAS,SG & TIC) certifies that the terms and conditions of the said accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before …….. we the …… Bank, shall be discharged from all liability under this guarantee thereafter.

4. We, the …….. Bank, further with the Company that the Company with mutual consent and without effecting in any manner the obligations of the parties may hereunder, vary and of the terms and conditions of the said contract or to extend time of performance by the said Lessee from time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contract and to forbear or enforce any of the terms and condition relating to the said Contract and the Bank shall not be relieved from liability by reason or any such variation, or extensions being granted to the said Lessee or for any forbearance act or omission on the part of the Company or any indulgence by the Company to the said Contract or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us.

5. We, …….. further agree with the Company that the Company with mutual consent and without effecting in any manner the obligations of the parties may hereunder, vary and of the terms and conditions of the said contract or to extend time of performance by the said Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Lessee and to forbear or enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved from liability by reasons or any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of the BESCOM or any indulgence by the BESCOM to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so reliving us. However, nothing contained herein shall enlarge our liability from Rs…….. (Rupees …….) or extend in beyond Six months from the date of the expiry of the validity.
6. We, the …….. Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the Company in writing.

Notwithstanding anything contained herein;

i. Our liability under this Bank Guarantee shall not exceed ----------
ii. This Bank Guarantee shall be valid only up to ……. and
iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand within six months from the date of the expiry of the validity.

This Guarantee must be returned to the Bank once the purpose of the issuance has been fulfilled or upon its expiry whichever is earlier.

Place :

Date:

Annexure-9: SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be furnished on the Bidder's Letter Head)

Ref …… Date …….

To,

General Manager (DAS,SG & TIC)

Bangalore Electricity Supply Company Ltd,

BICC-1, 17th cross, 23rd Main, 2nd sector,

HSR Layout,

Bengaluru, Karnataka 560102

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated in RFP relating to the Tender Enquiry No. …… for Leasing of OFC Network in BESCOM in BMAZ area.(full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.
…….
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

Please Note: Among the above two declarations, only one which is applicable is to be declared.

Annexure-10A Banker Certificate

EVIDENCE OF ACCESS TO OR AVIALABILITY OF CREDIT FACILITIES

This is to certify that, (name of the firm) ---------- who have submitted their bid to the General Manager (DAS,SG&TIC), , Integrated control center, 2nd sector HSR Layout , BESCOM, Bengaluru - 560 102 , against their tender specification vide Bid Enquiry No:---------- (Nomenclature of the tender) is our customer for the past ---------- years, their financial transactions with our Bank has been satisfactory. They enjoy the following fund based and other credit facilities with us against the extent of utilization as on date is indicated below.

Sl. No.	Type of fund based facility	Sanctioned limit as on 30/06/2023	Utilization as on 30/06/2023
1			
2			
3			
4			

This letter is issued at the request of M/s ----------

Date: Signature ----------

Place:

Name of Authorised signatory ----------

Designation ----------

Name of the Bank ----------

Seal of the Bank

Annexure-10B Banker Certificate

ON BANKS LETTER HEAD

……

FORMAT OF BANKER'S CERTIFICATE/LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH]

Reference Number (SL. No) Place:

Date:

To:

[Name & Address of the beneficiary]

This is to certify that Mr./M/s. ----------[name of the customer] having his/their registered/administrative office at ---------- is a customer of our Bank and is/are engaged in ----------[nature of activity]. If the said customer is allotted/awarded with ----------[brief details of works], we may extend credit facilities upto Rs. ----------lakh, to meet his/their working capital requirement towards the execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid upto three months from date of issue that is upto dd/mm/yyyy.

Yours faithfully,

BRANCH MANAGER